



ROBERT RYANS
Director

COMMUNITY AND SENIOR SERVICES OF LOS ANGELES COUNTY

BOARD OF SUPERVISORS
GLORIA MOLINA
YVONNE BRATHWAITE BURKE
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

June 10, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

FY 2003-04 OLDER AMERICANS ACT (OAA) TITLES III, VII AND COMMUNITY-BASED SERVICES GRANT AWARDS AND FUNDING RECOMMENDATIONS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Community and Senior Services (CSS), or his designee, to accept the FY 2003-04 Older Americans Act (OAA) Titles III and VII grant award of \$18,516,892 and the Community-Based Services Programs (CBSP) grant award of \$1,699,761 from the California Department of Aging (CDA); and authorize the Director of CSS, or his designee, to accept OAA and CBSP funding augmentations from CDA, if available, for FY 2003-04 provided that the Director of CSS notifies your Board and the Chief Administrative Office in writing within ten workdays of accepting the augmentation. The \$20,216,653 in OAA and CBSP funding will finance nutrition and supportive services programs for older adults age 60+.
2. Authorize the Director of CSS, or his designee, to execute all documents required for acceptance of the OAA and CBSP funding, after County Counsel approval.
3. Authorize the Director of CSS, or his designee, to negotiate and execute contracts with the 41 agencies in the amounts indicated on Attachment A, using forms substantially similar to Attachments B and C, not to exceed \$ 13,741,705 for provision of nutrition and supportive services to older adults aged 60+, after County Counsel approval, effective July 1, 2003 through June 30, 2004. The contract costs are fully financed using OAA and CBSP funds.
4. Authorize the Director of CSS, or his designee, to execute contract amendments in substantially similar form to Attachments D and E to increase or decrease contract amounts based on contractor performance and availability of funding

provided that: (a) the amount of change does not exceed 25% of the original contract amount; and (b) the Director of Community and Senior Services confirms in writing to the Board of Supervisors and the Chief Administrative Office within 30 days after execution that such amendments have been executed. The contract costs are fully financed using OAA and CBSP funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The recommended actions are necessary for the Department to continue to administer nutrition and supportive services programs to older adults age 60+ in its Planning and Service Area (PSA 19), Los Angeles County, excluding the City of Los Angeles. Each year the Department receives grant awards from the CDA for the OAA and CBSP programs.

As a State-designated Area Agency on Aging, the Department conducts an open-competitive bid process every four years for OAA and CBSP funds. Each successive year of the four-year funding cycle, the Department renews contracts with those service providers who have demonstrated satisfactory contract performance. Fiscal Year 2003-04 is the first year of the current four-year funding cycle.

Implementation of Strategic Plan Goals

The recommended actions promote the County Strategic Plan goals of service excellence, organizational effectiveness and fiscal responsibility by providing for a network of community-based agencies that provide an integrated array of home and community-based services, such as nutrition and supportive services. The services are available to functionally-impaired and frail County residents to prevent or delay premature institutionalization.

FISCAL IMPACT/FINANCING

The \$20,216,653 cost in FY 2003-04 for the nutrition and supportive services programs for older adults will be fully financed using OAA Titles III and VII and CBSP funding. Use of the funding is as follows:

Contracts for provision of nutrition and supportive services and USDA subsidy	\$13,741,705
Provision of services at County-operated senior centers	\$732,870

Program development and coordination	\$513,143
Administrative services	\$1,296,651
Automation	\$500,000
Integrated Care Management Program	\$2,542,815
Consumer Advocacy and Special Events	\$100,000
Info Vans	\$70,000
Reserved for future program needs*	\$719,469
Total	\$20,216,653

* Includes reserve of \$300,000 for future Home Based Care services, 1.5% (\$210,626) for contract negotiations with the 41 agencies, the remaining \$208,843 for unanticipated program needs.

There will be no impact on the County general fund. The OAA and CBSP funding is included in the FY 2003-04 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended OAA and CBSP service providers are predominantly nonprofit and public agencies that provide nutrition and/or supportive services to older adults; however, two are private for-profit agencies. All contract agreements contain standard language including the contractor's agreement to adhere to the requirements of the Child Support Compliance Program.

Because these funds may not be carried over to the next fiscal year and the full utilization of grant funds has historically required contract amendments of up to 25% increases or decreases in service provider funding allocations, the Department is requesting delegated authority to execute contract amendments if necessary to utilize available funding by a maximum of 25% based on contractor performance, utilization of funds, and availability of funding. This will maximize administrative efficiency and is consistent with the Board's policy requiring the review of grant expenditures at the

midpoint of the allocation period and, if necessary, reallocating funds to other service providers to ensure full utilization of grant funds. The Department will notify the Board and the Chief Administrative Office of funding adjustments within thirty (30) days of the execution of any contract amendments.

CONTRACTING PROCESS

In Fiscal Year 2002-03, the Department conducted an open-competitive request for proposals (RFP) process for OAA-funded programs for a four-year period from July 1, 2003 through June 30, 2007; contracts are effective for 12-months, and the Department returns to the Board for authorization to renew contracts each year of the funding cycle.

Proposals were solicited in 2003, through mailing an RFP announcement to interested parties, the Area Agency Advisory Council and existing AAA-funded agencies, as well as publication in six local newspapers, including five ethnic newspapers. The RFP announcement and four RFP documents were available on the Internet (CSS and Office of Small Business websites). CSS received a total of 72 proposals for OAA and CBSP programs.

The Department has withheld funding in the amount of approximately \$300,000 to re-issue a second Request for Proposals (RFP) for Home-Based Care services in certain regions of the county. This action is necessary because no proposals to serve such regions were received as a result of the recent RFP process. The Department will return to your board in September, 2003 with additional funding recommendations.

Four of the agencies recommended for funding (Attachment A) are the sole source for the particular service that will be provided. The sole source contractors and the justifications are as follows:

- *Trilogy Integrated Resources, LLC to provide a resource finder and outreach services via an interactive website, Network of Care.* Network of Care provides information about a broad array of local home and community-based resources to people with disabilities, the elderly, their families and caregivers. Network of Care also offers consumers the ability to store notes, a hot list of resources, and personal records that may be shared, as well as the ability to create an online family meeting place. The California Department of Aging determined through a statewide RFP process that the Network of Care concept was innovative, creative, and viable in its ability to be replicated for Area Agencies on Aging throughout the State. Trilogy Integrated Resources is the vendor chosen through

the CDA RFP process. There is no other comparable vendor for this service in the State.

- *Dickison Community Lighted Schools and the City of Glendale to provide congregate and home-delivered meal services.* The Department solicited, but did not receive any proposals to provide nutrition services in the communities of Compton and Glendale. Dickison Community Lighted Schools and the City of Glendale are long-time contractors with the Department for their respective communities and each has jurisdiction over the food service sites therein. Sole source contracts will maintain continuity and availability of elderly nutrition services to the residents of Compton and Glendale.
- *Wise Senior Service to provide Ombudsman services.* As stipulated by the State of California, the Ombudsman provider must be certified by CDA. Wise Senior Services is the only certified provider of Ombudsman services in Los Angeles County, and accordingly, a sole source contract will ensure compliance with the CDA requirement.

Attachment F provides information about each contractor's status with regard to minority and women-owned business enterprises.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

With the recommended actions, current services, such as home-delivered and congregate meals, in-home assistance, legal services, and Alzheimer's Day Care Resource Centers will continue with no interruption to clients.

Respectfully submitted,



ROBERT RYANS
Director

Attachments (6)

c: David E. Janssen
Lloyd W. Pellman
Violet Varona-Lukens
J. Tyler McCauley

FY 2003-04 FUNDING RECOMMENDATIONS OAA/CBSP

AGENCY	SPA(S)	SUPERVISORIAL DISTRICT(S)	SERVICES	FY 03-04 TOTAL
Alzheimer's Association	1-8	3, 4	Caregiver Support Services	\$65,000
Antelope Valley Committee on Aging, Inc.	1	5	Congregate Meals, Home-Delivered Meals, Telephone Reassurance	\$425,539
Azusa, City of	3	1	Congregate Meals, Home-Delivered Meals, Telephone Reassurance	\$103,877
Behavioral Health Services	8	4	Home Based Care	\$130,000
Bet Tzedek	ALL	ALL	Legal Assistance	\$280,000
Burbank, City of	2	5	Congregate Meals, Home-Delivered Meals, Telephone Reassurance	\$309,103
Casa Maravilla, Inc.	7	1	Congregate Meals, Home-Delivered Meals, Telephone Reassurance	\$688,508
Center for Aging Resources	3	5	Alzheimer's Day Care Resource Center	\$90,000
Center for Hlth Care Rights	ALL	ALL	Health Insurance Counseling and Advocacy Program (HICAP)	\$448,000
Claremont, City of	3	5	Congregate Meals	\$101,190
Consulting Nutritional Services, Inc.	ALL	ALL	Dietary Administrative Support Services	\$248,000
Culver City, City of	5	2	Congregate Meals, Home-Delivered Meals, Telephone Reassurance	\$128,439
Dickson Community Lighted Schools, Inc. *	6	2	Congregate Meals, Home-Delivered Meals, Telephone Reassurance	\$283,148
El Monte, City of	3	1, 5	Congregate Meals	\$83,499
ESCAPA (Chinatown Service Center)	2, 3, 7, 8	1, 4, 5	Caregiver Support Services, Home Based Care	\$330,000
Food & Nutrition Management Services	ALL	ALL	Nutrition Screens, Counseling, Interventions, Training of Nutrition Providers	\$321,000
Gardena, City of	8	2	Congregate Meals, Home-Delivered Meals, Telephone Reassurance, Home Based Care	\$303,162
Glendale, City of *	2	5	Congregate Meals, Home-Delivered Meals, Telephone Reassurance	\$204,814
Human Services Association	6, 7	1, 2, 4	Congregate Meals, Home-Delivered Meals, Telephone Reassurance, Alzheimer's Day Care Resource Center, Home Based Care	\$982,880
Inglewood, City of	8	2	Congregate Meals, Home-Delivered Meals, Telephone Reassurance	\$335,651
Jewish Family Services of L.A.	4, 5	3	Congregate Meals, Home-Delivered Meals, Telephone Reassurance, Alzheimer's Day Care Resource Center	\$222,043
LAREI Rancho Adult Day Services	7	1, 4	Alzheimer's Day Care Resource Center	\$90,000
Life Steps Foundation	5, 8	2	Alzheimer's Day Care Resource Center	\$90,000
Little Tokyo Service Center	ALL	ALL	MENTORS Project (Multi-Ethnic Network for Training, Outreach, and Resources for Seniors)	\$172,527

FY 2003-04 FUNDING RECOMMENDATIONS OAA/CBSP

AGENCY	SPA(S)	SUPERVISORIAL DISTRICT(S)	SERVICES	FY 03-04 TOTAL
Los Angeles Caregiver Resource Center/USC	1,2,6,7,8	1,2,4,5	Caregiver Support Services	\$130,000
Norwalk, City of	7	4	Home Based Care	\$62,000
Oldtimers Foundation, Inc.	6, 7	1, 2, 4	Congregate Meals, Home-Delivered Meals, Telephone Reassurance	\$1,001,177
Pomona, City of	3	1	Congregate Meals	\$142,908
Pomona Valley Community Services, Inc.	3	1, 4, 5	Caregiver Support Services	\$60,000
San Gabriel Valley YWCA / Intervale Senior Services	3	1, 4, 5	Congregate Meals, Home-Delivered Meals, Telephone Reassurance	\$1,438,024
Santa Anita Family Services	3	1, 5	Caregiver Support Services, Home Based Care	\$504,000
Santa Clarita Valley Committee on Aging	2	3, 5	Congregate Meals, Home-Delivered Meals, Telephone Reassurance, Caregiver Support Services, Alzheimer's Day Care Resource Center, Home Based Care	\$599,282
Santa Monica, City of	5	3	Congregate Meals, Home-Delivered Meals, Telephone Reassurance	\$196,547
Southeast Area Social Services Funding Authority (SASSFA)	7	1, 4	Congregate Meals, Home-Delivered Meals, Telephone Reassurance, Caregiver Support Services, Home Based Care	\$635,617
South El Monte, City of	3	1	Congregate Meals, Home-Delivered Meals, Telephone Reassurance	\$93,346
Special Services for Groups	7, 8	2, 4	Caregiver Support Services	\$60,000
Torrance South Bay Area Family YMCA	8	2, 4	Congregate Meals, Home-Delivered Meals	\$188,181
Trilogy Integrated Resources, LLC *	ALL	ALL	Network of Care	\$102,000
Volunteers of America	7, 8	4	Congregate Meals, Home-Delivered meals, Telephone Reassurance	\$839,693
West Covina, City of	3	1, 4, 5	Congregate Meals	\$85,426
W.I.S.E. Senior Services	5	3	Alzheimer's Day Care Resource Center	\$90,000
W.I.S.E. Senior Services - Ombudsman *	ALL	ALL	Long Term Care Ombudsman, Prevention of Elder Abuse	\$1,077,124
			TOTAL	\$13,741,705

Contract # _____

**OLDER AMERICANS ACT SERVICES
AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of
_____, 200____.

Between

COUNTY OF LOS ANGELES, (hereinafter referred
to as "County"),

and

(hereinafter referred to as
"Contractor")

WHEREAS, the Congress of the United States through the Administration on Aging of the Department of Health, and Human Services (hereinafter referred to as "HHS") through the State of California (hereinafter referred to as "State"), has made certain funds available under the Older Americans Act of 1965, as amended (hereinafter referred to as "OAA"), Title 42, Section 3021 et seq. of the United States Code, for providing nutrition and supportive services to elderly persons;

WHEREAS, pursuant to the Older Americans Act, California Welfare and Institutions Code Section 9300 et seq., the California Legislature has designated the California Department of Aging (hereinafter referred to as "CDA") as the single state agency for supervision of all programs under the OAA;

WHEREAS, pursuant to the provisions of the OAA, the CDA has designated the County's Community and Senior Services as the Area Agency on Aging for Los Angeles County (hereinafter referred to as "AAA"), exclusive of Los Angeles City, and County has adopted an Area Plan for Programs on Aging to provide said services;

WHEREAS, pursuant to the Older Californians Act (hereinafter referred to as "OCA") Chapter 7.5 and the California Welfare and Institutions Code 9000 et seg., the

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AAA will provide program management of the Community-Based program specified in the OCA.

WHEREAS, pursuant to the provisions of the OAA, the CDA has approved County's Area Plan for Programs on Aging;

WHEREAS, State and County have entered into a written agreement, which incorporated by reference County's Area Plan for Programs on Aging, whereby State is to provide County with Federal and State General funds to implement County's Area Plan for Programs on Aging in accordance with the OAA and OCA and all regulations and directives relating thereto which are promulgated by HHS and by State;

WHEREAS, pursuant to the provisions of said written agreement, County has agreed to enter into written agreement with other public and private agencies or organizations which shall provide certain said services;

WHEREAS, Contractor is equipped, staffed and prepared to provide certain said services;

WHEREAS, Contractor shall establish and implement written administrative, management and personnel policies and procedures to govern the management and administration of the program in order to ensure that all goals and objectives are achieved as contracted.

WHEREAS, pursuant to the provisions of California Government Code Section 53703, County may contract with other public and private agencies or organizations and do all acts necessary to participate in Federal programs, such as this program under the OAA and OCA, whereby Federal and State funds are provided to County for purposes of public health, safety or welfare; and

WHEREAS, pursuant to procedures and standards developed by the CDA and set forth in the Appendices and Attachment A hereof, Contractor agrees that such procedures and standards are binding upon Contractor during the term of this contract.

WHEREAS, for purposes of this Agreement, (1) "Elderly Persons" shall mean any person aged sixty or over, (2) "Dependent Adult" means any person residing in the service areas, between the ages of 18 and 64, who has physical or mental limitations which restrict his or her ability to carry out normal activities or to protect his or her rights including, but not limited to, persons who have physical or developmental disabilities or whose physical or mental abilities have diminished because of age.

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WHEREAS, Contractor agrees not to use contract funds to pay the salary or expenses of any individual who is engaging in activities designed to influence legislation or appropriations pending before the Congress.

NOW, THEREFORE, for and in consideration of the foregoing premises the parties hereto agree as follows:

1. AGREEMENT: This Agreement consists of this document, Appendices, and Exhibit "A", Application.
2. CONTRACT ADMINISTRATION: The Director of Community and Senior Services (hereinafter known as CSS) of the County, hereinafter called The Director, or his/her designee, shall have full authority to act for the County in the administration of this Contract.
3. TERM: The term of this Agreement shall commence on _____ and shall continue in full force and effect to and including _____, upon successful contract performance and availability of funds.
4. MAXIMUM OBLIGATION OF COUNTY: During each fiscal year or portion thereof that this Agreement is in effect, the Maximum Obligation of County for all services (excluding nutrition services paid through United States Department of Agriculture [USDA] entitlement funds) provided hereunder shall not exceed

(\$_____)

A. County' maximum obligation is derived from the following sources:

- | | | |
|----|---|----------|
| 1. | Title IIIB (Supportive Services): | \$ _____ |
| 2. | Title IIIC-1 (Congregate Meals): | \$ _____ |
| 3. | Title IIIC-2 (Home Delivered Meals): | \$ _____ |
| 4. | Title IIID (Disease Prev/Health Promo): | \$ _____ |
| 5. | Title IIIE (Family Caregiver Support): | \$ _____ |
| 6. | Title VII (Elder Abuse Prevention): | \$ _____ |

B. For the entire term hereof, Contractor shall provide costs as required in accordance with program requirements. County shall be compensated by HHS and the State for the total cost of all payments to Contractor under this subparagraph.

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C. This contract award is valid and enforceable only if sufficient funds are made available to the County from Federal, State and/or other non-County funding for purpose of this program. In addition, this contract award is subject to any additional restrictions, limitations of conditions enacted by the Congress or State Legislature of any statute which may affect the provisions, terms or funding of this contract award in any manner.

It is mutually agreed that if the State does not appropriate sufficient funds for the program, the contract award shall be amended to reflect any reduction in funds.

The County has the option to hold the contract award under the 30-day cancellation clause or to amend the contract award to reflect any reduction of funds.

5. USDA ENTITLEMENT: Additional and separate monies derived solely from Federal Funds which are to be used to reimburse Contractor for nutrition services pursuant to Title IIIC shall be paid by County to Contractor based upon the USDA prevailing entitlement rate per Title IIIC participant meal served. If County receives notice from the California Department of Aging (CDA) of any change in the USDA entitlement, County shall automatically pay Contractor at the new rate for this service upon authorization by CDA to make said payment. County shall be compensated by USDA through CDA for the total cost of all payments to Contractor under this paragraph.

6. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEAR(s): Notwithstanding any other provision of this Agreement, it shall be effective and binding upon the parties only in the event that funds for the purposes hereof are received by the County from State and subsequently are appropriated by County's Board of Supervisors.

County shall not be obligated for services hereunder performed during any of County's future fiscal years unless and until funds are received from the State and County's Board of Supervisors subsequently appropriates funds for services hereunder for each such future fiscal year.

7. METHOD OF COMPENSATION: Subject to availability of funding from CDA, County agrees to make payments to Contractor under the following conditions.

A. Payment

1. Advance Payment

At the sole discretion of the County, Contractor may be paid in advance, upon execution of the contract, in an amount not to exceed two-twelfths (2/12) of the total annual contract award. Such amount will be deductible

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from Contractor's subsequent reimbursement payment over several months as determined by the County.

2. Monthly Payment

Contractor shall bill the County monthly in advance. Each bill shall clearly reflect Contractor's total estimated costs less Contractor's cost share and shall provide reasonable detail of the services to be provided and for which claim is made. Billings shall be made and forwarded to County within fifteen (15) working days after the end of each calendar month. Upon receipt of each billing, County shall, in a manner consistent with County's normal accounts payable practices and procedures, pay Contractor the differences between Contractor's costs hereunder and Contractor's cost share.

3. Discrepancies in Payments

If the post-contract audit report, and/or a post-contract audit by State, County and/or HHS finds that Contractor's actual aggregate costs hereunder less Contractor's actual cost share hereof are lower than the payments made to Contractor by County, and/or if Contractor has not provided Contractor's cost share hereof and/or if any payments made to Contractor by County are for costs which are not reimbursable in accordance with the OAA, OCA and Federal and State regulations and directives relating thereto, then the difference shall forthwith be repaid by Contractor to County by cash payment. If any such post-contract audit or monitoring, which has the concurrence of County, finds that Contractor's actual reimbursement cost hereunder less Contractor's actual cost share hereto are higher than the payments made to Contractor by County, then the difference shall be paid by County to Contractor provided that County's maximum obligation hereunder is not thereby exceeded, and a claim is made prior to the Annual Cost Report at the close of each fiscal year.

B. State/County Funding

Contractor recognizes that all funding for services to be provided by Contractor pursuant to this Agreement is subject to the terms and conditions contained in this year's agreement between State and County. County and Contractor therefore agree that the terms and conditions of the aforementioned agreement between County and State are binding upon Contractor to the extent such terms and conditions incorporated herein are applicable to Contractor's performance of this Agreement.

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C. USDA Reimbursement

Subject to the availability of funding from USDA through the State, County agrees to make payments for USDA funds to Contractor as follows:

1. Contractor shall bill County monthly in arrears. Each bill shall clearly reflect Contractor's total number of actual meals served to eligible participants in the prior month. Billings shall be made and forwarded to County after the end of each calendar month. Upon receipt of each billing, County shall, in a manner consistent with County's normal accounts payable practices and procedures, pay Contractor the USDA entitlement rate for each actual meal served to an eligible participant in the Title IIIC program.
2. Contractor shall submit data on the actual number of meals served during the contract period not later than fifteen (15) working days after the expiration of this Agreement. An adjustment shall be made on the amount advanced relative to the number of meals served. Any USDA funds due under the terms of this Agreement shall be paid promptly.
3. Contractor shall account for and maintain all USDA funds received under the terms of this Agreement separate from any other funds administered by Contractor. Contractor shall expend all funds received hereunder in accordance with this Agreement.

8. SUSPENSION/TERMINATION: This Agreement may be immediately suspended by the County at any time, by the Director or his/her designee upon the giving of written notice to the Contractor. Notice of such suspension shall include the cause for suspension and the effective date and period of the suspension. The suspension shall not exceed a period of sixty (60) calendar days and the Contractor agrees to suspend program operations for the period of the suspension. The Agreement may be suspended for cause or no cause if determined to be in the best interest of the program to protect funds or protect the health, safety, and welfare of participants.

This Agreement may be canceled or terminated by either party for any or no reasons at any time by giving at least thirty days written notice to the other. This Agreement may also be terminated by the County at any time whenever the County determines that the Contractor has materially failed to comply with the terms of this Agreement. Notice of such termination shall be served upon Contractor in writing, and shall specify the effective date of such cancellation in the notice.

The County may immediately terminate this Agreement if the County determines that the Contractor has failed to initiate delivery of service within thirty days of the

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commencement date of this Agreement or if County determines that funds are not available for this Agreement or for any portion hereof.

In the event of termination of this Agreement and upon receipt by Contractor of notice of termination, Contractor shall:

- A. Use its best efforts to eliminate or minimize all continuing or new costs or expenses under this Agreement.
- B. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.
- C. Notify all other parties who are subcontractors of the Contractor of such termination within five (5) business days of receipt of Notice of Termination.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any directions by or on behalf of the County issued pursuant hereto shall constitute a material breach hereof and this Agreement may be terminated immediately. County's failure to exercise this right to terminate or impose corrective sanctions shall not constitute waiver of such right which may be exercised at any subsequent time.

9. CONTRACTOR'S PERFORMANCE/REALLOCATION OF FUNDS:

A. Contractors are expected to perform at optimum capacity in meeting contractual commitments. The minimum levels of performance for all service categories are as follows:

1. First Year Contractors

Contractor shall by the end of the first quarter, following beginning of a funding cycle, achieve a seventy-five percent (75%) of monthly contract commitment through the end of the fiscal year.

If a first year Contractor provides less than seventy-five percent (75%) of the total contracted units of measurement in any month, the County, at its discretion, may require that the contract be renegotiated to more accurately reflect the actual levels of service or the County may terminate the contract.

2. Second or Subsequent Year Contractors

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Contractor shall by the end of the first quarter, following beginning of a funding cycle, for Contractor in second or subsequent years of funding, achieve a ninety-five percent (95%) of monthly contract commitment through the end of the fiscal year.

If a second or subsequent year Contractor provides less than ninety-five percent (95%) of the total contracted units of measurement in any month, the County, at its discretion, may require that the contract be renegotiated to more accurately reflect the actual levels of service.

B. The department reserves the right to reduce contract amount if quarterly monitoring indicates that the rate of reimbursement represents less than seventy-five percent (75%) or ninety-five percent (95%) of performance as applicable to subparagraphs 1 and 2, preceding. In the event of money underutilization by the Contractor, the contract may be renegotiated in order to reflect more accurately the actual levels of expenditure or the department may terminate the contract, as applicable to subparagraphs 1 and 2, preceding.

C. The performance of Contractor will be reevaluated as of the end of February of each fiscal year, and funds will be reallocated in accordance with the Area Agency on Aging Reallocation Policy. If Contractor is below the achievement level required, funds may be reduced and reallocated to agencies who are overachieving and qualify for grant increases. Additionally, the County at its discretion may reduce the Contractor's annual grant for the following fiscal year to more accurately reflect the Contractor's level of service.

10. TARGETING GOALS AND POLICY: The County has established low-income and minority elderly persons as priority target populations. The current Los Angeles County Area Agency on Aging Area Plan, approved by the Los Angeles County Board of Supervisors and the California Department of Aging, establishes the following mandates:

A. Mandates:

1. To increase the current low-income participation rate in OAA programs to 45% by the end of the current fiscal year.

2. To increase the current minority participation in OAA programs to 45% by the end of the current fiscal year.

B. Agency Preference: Contractors that meet or exceed one of the AAA's targeting goals will be eligible to participate in the allocation of funds during the reallocation process to over-achieving agencies.

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Contractors that meet or exceed both AAA targeting goals and exceed performance goals will receive preference in the redistribution of annual grant funds from agencies that fail to meet performance goals and any additional sources of increased funding.

C. Agency Targeting Goals: The actual level of participation in funded programs by low-income individuals, as reflected in the Contractor's MIS summary of unduplicated seniors served, is to at least meet the goal of 45% of participation by low-income elderly.

The actual level of participation in funded programs by ethnic minority individuals, as reflected in the Contractor's MIS summary of unduplicated seniors served, is to at least meet the PSA-wide goal for a given fiscal year, or the goal percentage for a Contractor's service area, whichever is lower. This policy has been implemented to offer contractors reasonable flexibility in meet the requirements to serve ethnic minority individuals.

D. Targeting Deadlines: The Contractor's accumulated targeting data, as determined from the AAA MIS, through the end of December of each fiscal year will be utilized in determining whether Contractor met targeting goals. The end of December data is utilized to ensure that Amendments are negotiated and processed by June 30th of each year.

11. DESCRIPTION OF SERVICES: Contractor agrees to provide services in the form as described in Appendices and Exhibit "A", Application, attached hereto and incorporated herein by reference.

Contractor shall provide to eligible persons the social services set forth in Exhibit "A", Application, hereof which states for such services the following:

- A. Description of the service and Contractor's program relating thereto;
- B. The time(s) and location(s) of service availability;
- C. Description of the facilities and equipment involved in providing the service; and
- D. List of personnel who are to perform the service stating separately for each job position, the job title, the job qualifications, the salary, and a description of duties.

12. LOCATION OF SERVICES: Contractor shall continuously manage and operate the site(s) at the location(s) to provide services set forth in Exhibit "A", Application.

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Contractor shall obtain required inspection certificates (health, fire, etc.) and the prior written consent of Director of Community and Senior Services or her designee before modifying or terminating services, revising hours of service delivery at such location(s) and/or before commencing such services at any other location.

13. STAFFING: Contractor shall operate continuously throughout the entire term of this Agreement with at least the minimum number of staff set forth in Exhibit "A", Application, attached hereto, and any other applicable staffing requirements of County for Contractor to provide services hereunder. Such personnel shall be qualified in accordance with all applicable requirements of OAA and OCA and any amendments thereto.

14. VEHICLE IDENTIFICATION: Upon lease or purchase of vehicles with contracted funds, Contractor shall mark all vehicles in such manner as approved by the County Area Agency on Aging. All vehicles so marked shall clearly indicate:

- A. The system name
- B. The telephone number
- C. Donation requested
- D. The I.D. seal or name of the operating agency
- E. Los Angeles County Area Agency on Aging as funding agency
- F. The appropriate County Supervisor's name and Supervisorial District

15. COUNTY AS LEGAL OWNER OF VEHICLE(S): If Contractor purchases a vehicle(s) in whole or in part with contracted funds, County of Los Angeles must be named as legal owner.

16. CAPITAL ASSET EQUIPMENT: At termination or completion of the project, Contractor shall dispose of all capital asset equipment, which is purchased wholly or in part with Federal and State funds, in accordance with Federal, State and County procedures. If said equipment is to continue to be used to further the purpose of contracted funds, title to said equipment may be relinquished to Contractor upon written approval of County and CDA. Equipment purchased by the County and provided to Contractor to assist in providing services, is to be transferred or returned, as directed in the Annual Closeout Cost Report paragraph. An annual inventory of equipment and vehicles shall be submitted by the Contractor.

17. PUBLICITY: Notices, informational pamphlets, press releases, research reports, and similar public notices or publications prepared and released by Contractor in relation to this program shall include the statement,

"This project is funded, in part, by Los Angeles County Area Agency on Aging."

18. PROGRAM SUPERVISION, MONITORING AND REVIEW: Services hereunder shall be provided by Contractor under the general supervision of Director, Community and Senior Services or her authorized designee. Director, or her authorized designee, shall have the right to supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the services and the criteria for determining the persons to be served. Contractor agrees to extend to Director, or her authorized designee, to authorized State representatives, and to authorized Federal representatives the right to review and monitor Contractor's facilities, programs, records, or procedures at any reasonable time.

Appropriate staff of Contractor, as requested, by the Director of Community and Senior Services or her designee shall attend training sessions and meetings called by Department for the purposes of information sharing, policy orientation, and program development and orientation.

19. REPORTS/DIRECT DATA ENTRY:

A. Contractor shall make monthly reports including information required by Director, or his authorized designee, and other reports as required by Director, or his authorized designee, concerning Contractor's activities as they affect the contract duties and purposes contained herein. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

B. Contractor may be required to participate in the AAA automated management information system and to have a compatible microcomputer system, a dedicated phone line, and to maintain equipment and system in accordance with the configuration system specifically approved by the County AAA. Only systems, equipment, software and on-line communications approved by the AAA shall be installed on the Direct Data Entry system. Contractor shall be responsible for its own computerized Direct Data Entry input of required data for monthly data transmission via modem to a central database system located at the Area Agency on Aging.

C. Contractors that provide nutritional services are required to participate and cooperate with the County-designated contractor that coordinates and provides dietary services to each agency. The centralized dietary contractor will be responsible for submitting all monitoring reports, menus and other required dietary reports to the AAA.

20. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap (as defined in 41 CFR 607-41) in accordance with requirements of Federal law. For the purpose of this

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Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person, any service or benefit or the availability of a facility; providing any service, or benefit to any person which is not equivalent, or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action as attested to by Exhibit "B" to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age or condition of physical or mental handicap.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel.

At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures. A copy of such procedures shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

21. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap (as defined in 41 CFR 607-41), in accordance with requirements of Federal law. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of State and Federal law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places in each of Contractor's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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B. Contractor, if a public agency, must have an Affirmative Action program which complies with the requirements of Title 5 CFR 900, Subpart F, Standards for a Merit System of Personnel Administration, Section 900.601-606.

C. Contractor, if employing 15 or more employees, shall develop and implement an Affirmative Action Plan. Employers shall document their efforts to comply with equal employment opportunity principles. Contractor's execution of contract constitutes a statement of Assurance of Compliance with those principles.

D. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of Federal law.

E. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

F. Contractor certifies and agrees that it will negotiate with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of Federal law.

G. In accordance with applicable State law, Contractor shall allow County, State, and Federal representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Agreement. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

H. If County finds that any of the provisions of Paragraph G. have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of Agreement.

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- I. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the sum of \$500.00 pursuant to Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.
22. NONDISCRIMINATION IN PARTICIPATION OF HANDICAPPED PERSONS: Contractor hereby agrees that it will comply with Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), and the Americans with Disabilities Act, Public Law 101-336, and all requirements imposed by the applicable HHS regulation (45 CFR Part 74), and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor receiving Federal financial assistance.
23. COMPLIANCE WITH NATIONAL LABOR RELATIONS BOARD ORDER: The Contractor does swear under penalty or perjury that, in the immediately preceding two year period, it has not been found more than once by a federal court to be in final, unappealable contempt of court for failure to comply with an order of the National Labor Relations Board.
24. WAGES OR SALARY LIMITATION: Unless approved in advance, no employee under this Agreement, shall be paid wages or salary by Contractor either (1) in excess of \$30.00 per hour or (2) more than \$300.00 for any 24-hour period, out of funds payable to Contractor hereunder. Contractor may pay more than \$30.00 per hour without department approval, but shall not use contracted funds for the excess compensation.
25. LICENSES: Contractor shall obtain and maintain, during the term of this Agreement, all appropriate licenses, permits and certificates required by all applicable County, State and/or Federal laws, regulations, guidelines, and directives for the operation of its facility and for the provision of services hereunder. A copy of each license, permit and certificate shall be sent to Community and Senior Services.
26. NONDISCRIMINATION IN STATE-SUPPORTED PROGRAMS AND ACTIVITIES: Contractor agrees that it will comply with Article 9.5 (commencing with Section 11135) of Chapter 1, Part 1, Division 3, Title 2, of California Government Code and the regulations adopted or actions taken by the County to implement such article. Said article provides that no person shall, on the basis of ethnic group identification, religion, age, sex, color, or physical, or mental disability, be denied the benefits under this program.
27. LIMITATIONS ON USE OF FEDERAL GRANT FUNDS: Contractor shall comply with Public Law 101-121 (31 U.S.C. Sec. 1352) or its amendments or successors, and any implementing regulations prohibiting use of federal money to influence or attempt to

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influence a member of Congress, Congressional staff, or a federal employee to award, make or amend any federal contract, grant, loan or cooperative agreement. Contractor shall also comply with all certification and disclosure requirements of P.L. 101-121, its amendments, successors, and implementing regulations and shall provide assurance that all subcontractors or sub-grantees under this Agreement also fully comply with such certification and disclosure requirements.

28. COUNTY LOBBYIST ORDINANCE: Contractor shall comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160 for each County Lobbyist retained by the Contractor. Failure on the part of any County Lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

29. SUBSTANCE ABUSE TESTING: It shall be the duty of Contractor to take all steps feasible to ensure that those employed personnel, independent contractors or subcontractor employees servicing or operating service vehicles pursuant to this contract do not perform those functions under the influence of alcohol, controlled substances or medication which impairs their judgment or physical ability. At a minimum, these steps shall include promulgating and distributing to all personnel a written policy statement prohibiting servicing or operating service vehicles while under the influence of alcohol, controlled substances or any medication which impairs judgment or physical ability.

30. DRUG-FREE WORKPLACE: The Contractor agrees to take all necessary and legal steps to ensure a workplace and an environment free of illegal drug use by the Contractor's employees and program participants.

31. INDEPENDENT CONTRACTOR STATUS: Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agent or employee of the other party for any purpose whatsoever.

Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Contractor and not of County.

Contractor shall bear the sole responsibility and liability for furnishing worker's compensation benefits to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Agreement.

32. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless County, its officers, agents and employees from and against any and all liability,

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expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Contractor's operations, or the services hereunder, including any workers' compensation suits, liability, or expense arising from or connected with services performed on behalf of Contractor by any person pursuant to this Agreement.

33. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its sub-contractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to **Community and Senior Services of Los Angeles County, 3333 Wilshire Boulevard, Suite 400, Los Angeles, California, 90010** prior to commencing services under this Agreement. Such certificates or other evidence shall:

1. Specifically identify this Agreement.
2. Clearly evidence all coverage required in this Agreement.
3. Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

Include copies of the additional insured endorsement to the commercial

Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Agreement.

Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both,

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related to investigations, claims administration, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A: VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims or Suits Contractor shall report to County:

1. Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
2. Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
3. Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.
4. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Sub-contractors: Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

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1. Contractor providing evidence of insurance covering the activities of sub-contractors, or
2. Contractor providing evidence submitted by sub-contractors evidencing that sub-contractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

G. Insurance Coverage Requirements:

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

3. Workers Compensation And Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers Liability coverage with limits of not less than the following:

<u>Each Accident:</u>	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

4. Professional Liability: Insurance coverage liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year

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reporting period commencing upon termination or cancellation of the Agreement.

H. SPARTA Paper (Assists Potential Contractors To Obtain Insurance)

A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Municipality Insurance Services, Inc. For additional information, Contractor may call (800) 420-0555 or contact them through their e-mail address: carol@web2wise.com.

34. FAILURE TO PROCURE INSURANCE: Failure on the part of Contractor to procure, maintain or renew required insurance shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

35. ALLOWABLE COSTS: Allowable costs under this contract shall be limited to those costs applicable to nonprofit organizations, local governments, publicly financed educational institutions, and for-profit companies as permitted under OMB Circulars A-122 (Cost Principles for Nonprofit Organizations), A-87 (Cost Principles for State and Local Governments), A-21 (Cost Principles for Publicly Financed Educational Institutions), and A-102 Attachment O (Procurement Standards), OMB Circular A-133, Audits of Institutions of Higher Education and other Non-Profit Institutions, and are consistent with agreement between the County of Los Angeles and California Department of Aging which is incorporated herein by reference.

36. RECORDS AND AUDITS:

A. Program Records: Contractor shall maintain adequate program records on services provided in sufficient detail to permit an evaluation of services. All services require use of the uniform assessment instrument (AAA Client Intake Form) as part of documented service delivery. Program records shall be retained for a minimum three years following expiration or termination of this Agreement if a State or Federal audit has occurred or five years from said date if no audit has occurred. In the event of audit exception, such records shall be maintained and kept available until every exception has been cleared to the satisfaction of the County and State. Program records shall be retained by Contractor at Contractor's address as set forth herein and shall be made available at reasonable times to authorized representatives of County, State and Federal governments during the term of this Agreement and during the period of record retention for the purpose of program review and/or fiscal audit. In addition to requirements set forth

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under this Paragraph, Contractor shall comply with any additional program record requirements which may be included in the Exhibit attached hereto.

B. Financial Records: Contractor shall prepare and maintain complete financial records in accordance with generally accepted accounting principles and the procedures set out in the California Department of Aging Program Manual together with any amendments thereto, which may from time to time be promulgated and also in accordance with written guidelines, standards and procedures provided by County to Contractor. Contractor hereby acknowledges receipt from County of such guidelines, standards, and procedures. Such records shall include, but are not limited to

1. Books of original entry which identify each revenue and costs by types of service.
2. Information necessary for the identification and allocation of indirect costs to the Contractor's mode of service under the Agreement. Indirect costs shall mean those costs as intended in the California Department of Aging Program Manual and also in accordance with written guidelines, standards and procedures provided by County to Contractor.
3. A cash receipts journal indicating all revenue. Documentation shall include the revenue's source and intent (e.g., restricted grants, unrestricted grants, contributions, etc.)
4. A listing of County remittances received. The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advices, vendor invoices, subsidiary ledgers and journals, appointment logs, etc.). Any apportionment of costs should be made in accordance with required procedures. All financial records shall be retained by Contractor at Contractor's address as set forth herein during the term of this Agreement and for a minimum period of three years following expiration or termination of this Agreement if a State or Federal audit has occurred or five years from said date if no audit has occurred. In the event of audit exception, such records shall be maintained and kept available until every exception has been cleared to the satisfaction of the County and State. During such retention period, all such records shall be made available during normal business hours to authorized representatives of County, State or Federal governments for purposes of inspection and audit.

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5. Effective control and accountability shall be maintained for all cash, real and personal property, and other assets of contractor. Recipients shall adequately safeguard all assets and shall assure that they are used solely for authorized purposes in accordance with requirements of each program.

6. Contractors must maintain accountability for project income, petty cash and required match.

7. Accounting records shall be supported by source documentation such as cancelled checks, paid bills, payrolls, subcontract and contract award documents, etc., which are maintained to comply with record retention requirements.

C. Non-expendable Property Records: Records for non-expendable property which was acquired with Federal funds shall be retained for three years after final disposition of such property.

D. Preservation of Records: If following termination of this Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight hours thereafter the Directors of the State Department of Aging and Community and Senior Services are to be notified thereof by Contractor in writing and arrangements are to be made for preservation of the program and financial records referred to herein above.

E. Audit Reports: Within one hundred eighty (180) days after the expiration or termination of this Agreement, Contractor shall provide County with an independent auditor's report of Contractor's books and financial records pertaining to this Agreement. Audits must contain the Schedule of Federal Financial Assistance showing a reconciliation of Federal grant funds received per Closeout Report versus expenditures as per approved budget. Federal Single Audits shall comply with OMB Circular A-133, Audits of Institutions of Higher Education and other Non-Profit Institutions or other audit requirements as required by the County of Los Angeles.

Contractor shall follow a systematic method to assure timely and appropriate resolution of audit findings and recommendations in accordance with the Department's requirements.

Contractors with \$300,000 or more in federal grant expenditures must have an audit performed in accordance with OMB Circular A-133 "Audits of States, local Governments, and Non-Profit Organizations", and can charge the cost of the audit to the federal grant(s).

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Contractors with federal grant expenditures between \$100,000 and \$300,000 are required to have a program specific audit conducted at their own expense using non-federal funds.

Audits must contain a schedule showing a reconciliation of federal grant funds received per Closeout Report versus expenditures as per approved budget.

A reimbursement of funds may be withheld if audits are not received within 180 days after the expiration or termination of this Agreement.

37. ANNUAL CLOSE-OUT COST REPORT:

A. For each fiscal year, or portion thereof, that this Agreement is in effect Contractor shall provide to County's Community and Senior Services three copies of an annual cost report within forty-five days following the close of such fiscal year. Such cost report shall be prepared in accordance with the requirements set forth in the State's Program Manual and also in accordance with any other written guidelines which may be provided Contractor by Director, Community and Senior Services or authorized designee by the end of the fiscal year for which the report is to be prepared.

B. If the Agreement is terminated or canceled prior to June 30th, the annual cost report shall be for that Agreement period which ends on the termination or cancellation date and two copies of such report shall be submitted within forty-five days after termination or cancellation date to County's Community and Senior Services.

C. During the term of this Agreement, where equipment is purchased by Community and Senior Services and furnished to the Contractor to assist in providing services under the terms of this Agreement, said equipment, whether fixed or non-fixed, is to be transferred or returned to the Department at the request of the Director of the Department, or authorized representative.

38. DELEGATION AND ASSIGNMENT:

A. Contractor agrees that the conditions set forth in the third party policy of Community and Senior Services are binding upon Contractor during the terms of this contract.

B. Contractor may not delegate its duties and/or assign its rights hereunder, either in whole or in part, without the prior written consent of Director, Community and Senior Services or her authorized designee.

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C. Any delegation and/or assignment shall be in the form of a subcontract. Contractor's request to Director for approval to enter into a subcontract shall include:

1. A description of the services to be provided by the subcontract.
2. Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition obtained.
3. The proposed subcontract amount, together with Contractor's cost or price analysis thereof.
4. A copy of the proposed subcontract. Any later modification or amendment of such subcontract shall be approved in writing by Director before such modification or amendment is effective.

D. Subcontracts issued pursuant to this paragraph shall be in writing and shall contain at least the intent of the following paragraphs of this Agreement:

TERM, METHOD OF PAYMENT, PROGRAM SUPERVISION, MONITORING AND REVIEW, LOBBYING PROVISION, NONDISCRIMINATION IN SERVICES, NONDISCRIMINATION IN EMPLOYMENT, LICENSES, INDEPENDENT CONTRACTOR STATUS, INDEMNIFICATION, INSURANCE, FAILURE TO PROCURE INSURANCE, AUDITS ANNUAL COST REPORT, CITIZENSHIP LAWS, CONFIDENTIALITY, UNLAWFUL SOLICITATION, FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE, AND CONFLICT OF INTEREST.

E. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by Director shall not be construed to constitute a determination of the allowability of any cost under this Agreement. In no event shall approval of any subcontract by Director be construed as effecting any increase in the amount contained in MAXIMUM OBLIGATION OF COUNTY paragraph hereinabove.

F. The County reserves the right to recommend termination of a subcontract if it is determined that the health, safety, and welfare of participants are at risk or for any other deemed cause and may at its discretion, disallow any additional payment of contracted funds for services to said subcontract.

39. GENERAL WORKING CONDITIONS: Contractor shall comply with all laws applicable to wages and hours of employment, occupational safety and to fire safety, health and sanitation. Contractor warrants that no wages, prices or salaries paid under this Agreement will be in excess of the maximum legally allowable pursuant to said laws.

40. FAIR LABOR STANDARDS COMPLIANCE: Contractor agrees to indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by the Contractor's employees for which the County may be found jointly or solely liable.

41. CITIZENSHIP LAWS: Contractor warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations including but not limited to the Immigration Reform and Control Act of 1986. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this contract.

42. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records in accordance with all applicable State and Federal laws relating to confidentiality of program records and information. Contractor shall require all its officers, employees and agents providing services hereunder, to acknowledge in writing, understanding of and agreement to comply with said confidentiality provisions. Contractor agrees and shall insure that no information about or obtained from any elderly person receiving services hereunder shall be voluntarily disclosed in any form identifiable with such elderly person without first obtaining the written consent of such elderly person.

43. INSPECTIONS: Authorized representatives of County, State and Federal agencies shall have the right to conduct on-site inspections to review, audit or investigate Contractor's facilities, programs, records, and other operations at any time.

44. ALTERATION OF TERMS: The body of this Agreement, together with the Appendices and Exhibit "A", Application, attached hereto, fully expressed all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether

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by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

45. NOTICES: Notices hereunder shall be in writing and shall be sent to the parties at the following addresses and to the attention of the persons named.

To Contractor: _____

Attention: _____

To County 1. Notices, administrative and program reports

Community and Senior Services
Area Agency on Aging
3333 Wilshire Blvd. - Suite 400
Los Angeles, California 90010
Attention: Program Manager, Contract Management

To County 2. Monthly financial status reports

Community and Senior Services
Financial Management Division
3333 West - Sixth Street - Suite 200
Los Angeles, California 90020
Attention: Program Manager
Program Accounting Section

Contractor shall notify County in writing of any change of its business address at least fifteen days prior to the effective date of such address change.

46. UNLAWFUL SOLICITATION: Contractor shall require all of its employees to acknowledge understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding Unlawful Solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to insure that there is no violation of said provisions

by its employees. Contractor agrees to utilize the attorney referral service of all those Bar Associations within the County of Los Angeles that have such a service.

47. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Community and Senior Services within ten days following execution by Contractor's duly constituted officers, containing the following information:

1. The form of Contractor's business organization, i.e., proprietorship, or partnership, or corporation.
2. A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.
3. A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials or equipment to Contractor or in any manner does business with Contractor under this Agreement.
4. If during the term of this Agreement, the form of Contractor's business organization changes, or the Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall promptly notify Director in writing detailing such changes.

B. Real Property Disclosure: If Contractor is renting, leasing, or subleasing or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to Community and Senior Services within ten days following execution of this Agreement, and at the time of submitting the Annual Cost Report as provided under ANNUAL COST REPORT paragraph, an affidavit, sworn to and executed by Contractor's duly constituted officers, containing the following information.

1. The location by street address and city of any such real property.
2. The fair market value of any such real property as such value is reflected on the most recent issued County tax collector's tax bill therefor.
3. Contractor, his agent and employees will comply with all applicable Federal, State and County laws and regulations governing conflict of interest. To this end, a detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include the term (duration) of such rental

agreement, lease, or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and, if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

4. A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, that also identifies those who have any family relationship by marriage or blood with a lessor or sub-lessor referred to in Subparagraph (3) immediately above, or who have any financial interest in such lessor's or sub-lessor's business, or both. If such lessor or sub-lessor is a corporation or partnership, such listing shall also include the full names of all of Contractor's officers, members of its advisory boards, members of its staff and consultants, and identify those who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the name(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

True and correct copies of all written rental agreements, leases and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

5. True and correct copies of non-profit status by California Secretary of State and tax exempt status by Internal Revenue Service.

48. **FACILITY RENOVATION:** If Contractor receives an award of funds for the following purposes: (i) acquiring, altering, leasing or renovating a facility, or home; (ii) constructing a facility, Contractor shall adhere to the following requirements.

A. When applicable, Contractor will comply with the provisions contained in the following acts:

1. Copeland "Anti-Kickback" Act (18 USC 874, 500 SC 276c) (29 CFR, Part 3).
- 3). Contractors on construction and repair projects cannot induce any

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person employed on a project to give up any part of his or her just compensation;

2. Davis-Bacon Act (40 USC 276a-7) (29 CFR, Part 5.0). Contractors on construction contracts which exceed \$2,000 must pay laborers and mechanics at least the prevailing wage rate established by the Department of Labor and must pay wages at least once a week;

3. Contract Work Hours and Safety Standard Act (40 USC 327-330) (29 CFR, Part 5). Contractors on construction projects and certain other types of projects must pay an overtime rate of 1-1/2 times the basic hourly rate (8 hours a day, 40 hours a week is the basis for computing the hourly rate), and contractors must provide safe and healthy work surroundings and conditions;

4. Clean Air Act as amended (42 USC 1857 et seq.). Contractors must not create significant air pollution at their plants or business sites;

5. Federal Pollution Control Act as amended (33 USC 1251 et seq.). Recipients of Federal contracts, grants, or loans may not deal with blacklisted facilities on pain of having Federal funding denied or withdrawn.

B. Authorized County, State or Federal representatives shall have the right to monitor Contractor's performance relating to acquisition, alteration, renovation, or construction pursuant to this Agreement; said monitoring to include, but not be limited to, inspections of premises (acquired, altered, renovated, or constructed) and interviews with project supervisor and staff during normal business hours.

49. CONFLICT OF INTEREST: No County employee whose position in County enables him to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement. Nor may any staff member of the Contractor paid out of OAA funds serve on the Board of Directors or any other duly authorized governing body of said Contractor.

50. SUSPENSION OF OPERATION: Upon written request to the County, Contractor may be excused from performance hereunder for any period of time attributable to delay caused by inclement weather, earthquake, fire, flood, cloudburst, cyclone or other natural phenomenon of a severe and unusual nature, act of public enemy, epidemic, quarantine restriction, freight embargo, strike or labor dispute, or any other unforeseeable cause beyond the control and without the fault of the Contractor.

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Contractor shall suspend the project only upon receipt of written approval by County and in accordance with procedures and instructions set forth in said notice of approval.

51. UNUSUAL OCCURRENCES: Occurrences such as natural disaster, epidemic outbreaks, poisonings, food borne illness, fire, major accidents, death from unnatural causes or other catastrophes and unusual occurrences which threaten the welfare, safety or health of participants, personnel or visitors shall be reported by the Contractor within 24 hours either by telephone (and confirmed in writing) or by telegraph to the local health officer and Community and Senior Services. Occurrences such as theft or vandalism must be reported within 24 hours either by telephone (and confirmed in writing) or by telegraph to the local police/sheriff and Community and Senior Services. An incident report shall be retained on file by the Contractor for one year. The Contractor shall furnish such other pertinent information related to such occurrence as the local authorities or Community and Senior Services may require.

52. COMPLIANCE WITH APPLICABLE LAW: In the performance of this Agreement, Contractor and its subcontractor(s) shall comply with the requirements of County and all other applicable Federal and/or State laws, regulations, guidelines and directives.

53. EMERGENCY AND DISASTER PREPAREDNESS: Notwithstanding Contractor's and County's contractual objective to provide nutrition and supportive services to persons aged sixty and over, Contractor shall make program services available to any person impacted during the event of a state/nationally declared emergency, contingent upon the availability and commitment of Federal Emergency Management Agency (FEMA) or State Office of Emergency Services (OES) funds with which to reimburse Contractor for contracted funds expended.

54. CONFLICT OF TERMS: To the extent that there exists any conflict between the language of this Agreement and the exhibits attached hereto, the former shall govern and prevail.

55. INTANGIBLE PERSONAL PROPERTY: COPYRIGHTS: Unless the terms and conditions of this contract state otherwise, the following rules apply. If any copyrightable material is developed in the course of or under this contract:

A. If any material funded by this Agreement is subject to copyright, the County reserves the right to copyright such material and the Contractor agrees not to copyright such material except as set forth in lines (b) and (c).

B. The Contractor may request permission to copyright material by writing to the Director of CSS. The Director shall consent to or give the reason for denial to the Contractor in writing within sixty (60) days of receipt of the request.

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C. If the material is copyrighted with the consent of the Director, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.

56. NON-DUPLICATION OF SERVICES: The Contractor shall not use funds received through this agreement to supplant or duplicate existing services or activities.

57. COST OF LIVING ADJUSTMENTS: Subject to applicable federal and State law, and to applicable provisions contained in collective bargaining agreements, if any, in effect on the date of this Agreement, Contract, out of funds payable hereunder, agrees to restrict cost of living salary adjustments (COLA) to its employees during the term of this Agreement to the lesser of (1) the average salary cost of living adjustment granted to County employees by the Board of Supervisors as of April 1 of the prior year, or (2) the Consumer Price Index for all Urban Consumers (CPI-U) as originally released by the United States Department of Labor, Bureau of Labor Statistics/Western Region, Los Angeles - Long Beach, Anaheim area. In the event fiscal circumstances ultimately prevent the Board of Supervisors from approving an increase in employee salaries, the Contractor and its employees shall also experience no COLA.

58. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

59. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance code Section 1088.5, and shall implement all lawfully served Wage and Earning Withholding Orders or Child Support Services

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Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

60. Consideration of GAIN/GROW Participants for Employment: Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County Employees shall be given first priority.

61. County Policy on Doing Business with Small Business: The County of Los Angeles has adopted a uniform definition of a small business and a policy for small businesses to ensure that small businesses are not disadvantaged by the contracting and acquisition process and that programs are implemented to assist them in fair, open competition. The County shall:

- A. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
- B. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
- C. Continually review and revise how we package and advertise solicitation, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunities for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
- D. Insure the staff who manage and carry out the business of purchasing goods and services are well trained, capable, and highly motivated to carry out the letter and spirit of this policy.

62. County's Quality Assurance Plan: The County or its agent will evaluate the Contractor's performance under the contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the contract in jeopardy if not

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corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the contract or impose other penalties as specified the contract.

63. Federal Earned Income Tax Credit: The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

64. Recycled Paper: Consistent with the Board of Supervisor' policy to reduce the amount of solid waste deposited at the County landfills, the contractor will be required to use recycled-content paper to the maximum extent possible on the contract.

65. Budget Reductions: In the event that the County's Board of Supervisors adopts, in any fiscal year, county Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding the said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

66. Consideration of Hiring County Employees Targeted for Layoff/Or Re-Employment List: Should the Contractor require additional or replacement personnel after the effective date of this contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

67. Contractors to Notify County When it has Received 75% of Total Contract Amount: Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to the Department at the address herein provided in the Request For Proposal.

68. Jury Duty: A Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

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IN WITNESS WHEREOF the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed on its behalf by the Director of Community and Senior Services, or duly authorized designee, and the Contractor has subscribed the same through its authorized officer the day, month and year first above written. The person signing on behalf of the Contractor warrants under penalty of perjury that he or she is authorized to bind the Contractor.

COUNTY OF LOS ANGELES

By _____
ROBERT RYANS, Director
Community and Senior Services

Contractor (print or type legal name)

By _____

(print or type)

Title _____

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

By _____
Deputy County Counsel

Revised 5/03